

BK4317PG 280

Exxon Company, U.S.A.
 (a division of Exxon Corporation)
 P. O. Box 2180
 Houston, Texas 77252-2180

41-6
 41-6

SPECIAL WARRANTY DEED

STATE OF MAINE

001516

TRANSFER

COUNTY OF KENNEBEC

KNOW ALL MEN BY THESE PRESENTS:

TAX
PAID

THAT EXXON CORPORATION, a New Jersey corporation, as successor in interest to Humble Oil & Refining Company, a Delaware corporation, having an office at 800 Bell Street, Houston, Texas 77002-7426, ("Grantor") for and in consideration of the sum of ONE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$163,250.00) cash to it in hand paid by IRVING OIL CORPORATION, a Maine corporation, P.O. Box 1089, Ellsworth, Maine 04605, ("Grantee") the receipt of which is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, and CONVEY unto Grantee, subject to the further provisions of this Deed, all that certain tract or parcel of land (the "Property") in the City of Waterville, County of Kennebec, State of Maine, being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and existing easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property.

Grantee acknowledges that the Property has been used as a service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

Grantor has conducted an environmental site assessment to determine the presence of hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons present in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the Property, the Baseline Condition shall be modified as Grantor deems appropriate based on the results of such tests.

Grantor shall undertake such investigation and remediation of the Baseline Condition of the Property as Grantor deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to a level Grantor deems to be acceptable to applicable authorities. Grantor shall not be responsible for investigation and/or remediation of any hydrocarbons or other contamination discovered or deposited on or into the Property after the Effective Date, or for any increase in the levels of hydrocarbons or other contamination above the Baseline Condition after the Effective Date. The owner of the Property shall be responsible for investigation and/or remediation of any hydrocarbons or other contamination discovered or deposited on or into the Property or migrating onto or into the Property after the Effective Date, or for any increase in the Baseline Condition level of hydrocarbons or other contamination after the Effective Date.

Grantor reserves the exclusive right to negotiate with and file reports with the state or any other governmental authority regarding testing and/or remediation efforts for any investigation or remedial work Grantor may elect to do or which a third party or governmental authority may require.

James E. Young, Jr.
James E. Young, Jr.

BKA 317 FG 201

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any investigation and/or remediation at the Property.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE AND THE LENDING INSTITUTION HOLDING THE MORTGAGE TO FINANCE GRANTEE'S PURCHASE OF THE PROPERTY AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access. Provisions setting out Grantor's access rights and any tenant or subsequent purchaser shall be required to comply with all of Grantee's obligations hereunder.

As further consideration for this conveyance, Grantee, for itself, its heirs, legal representatives, successors and assigns, as applicable, shall release and forever discharge Grantor, its representatives, successors and assigns, from any and all claims, demands, liabilities (including fines and civil penalties) or causes of action at law or in equity including, without limitation, any statutory causes of action, including the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") for injury (including death), destruction, loss or damage of any kind or character to the person or property of Grantee and Grantee's employees, agents, servants and representatives arising out of or in relation to any actual or alleged spills, leaks or other discharges of motor vehicle fuel or petroleum products or derivatives containing hydrocarbons on or into the Property.

As further consideration for this conveyance, Grantee agrees to be responsible for, and shall defend, indemnify and hold Grantor harmless from and against any and all claims, demands, liabilities (including fines and civil penalties) or causes of action (including, without limitation, CERCLA) by any and all third persons, including, without limitation, Grantee's employees, agents, servants and representatives, and also including, without limitation, any private citizens, persons, organizations and agency, branch or representative of federal, state or local government on account of any injury (including death), destruction, loss or damage of any kind or character to persons, property or natural resources, arising out of or in relation to any surface or subsurface contamination of the Property which occur on the Property after the Effective Date.

The conditions, covenants and other provision set out in this Deed shall be covenants running with the land and shall be binding upon and shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns, except as otherwise provided herein.

Ad valorem taxes and special assessments, if any, against the Property for the current year shall be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's heirs and assigns, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

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IN WITNESS WHEREOF, Grantor has signed this deed this 3rd day of
December, 1992, but EFFECTIVE as of this 13th day of
January, 1993 ("Effective Date").

GRANTOR:

EXXON CORPORATION

ATTEST:



By: James E. Hill
 Name: JAMES E. HILL
 Title: Assistant Secretary

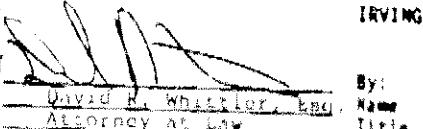
By: John M. Hall
 Name: JOHN M. HALL
 Title: Vice President

*Attn: D
See
1/17*

GRANTEE:

IRVING OIL CORPORATION

ATTEST:



By: David R. Whittier, Esq.
 Name: DAVID R. WHITTIER, ESQ.
 Title: Attorney at Law

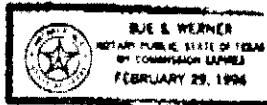
By: Vernon L. Suriano
 Name: VERNON L. SURIANO
 Title: Vice President of Finance

STATE OF TEXAS

COUNTY OF HARRIS

On this 2nd day of DECEMBER, 1992, before me,
SUE S. HERNANDEZ, then personally appeared the above-named
THEODORE J. PFEIFFER, Vice President of EXXON CORPORATION, a New
 Jersey corporation, and acknowledged the foregoing instrument to be his free
 act and deed in his said capacity and the free act and deed of said
 corporation.

Given under my hand and official seal,



Sue S. Hernandez
 Notary Public, State of Texas
 My Commission Expires: 2-29-96

STATE OF MAINE

COUNTY OF Kennebec

On this 13th day of January, 1993, before me,
David R. Whittier, Esq., then personally appeared the above-named
VERNON L. SURIANO, Vice President of Finance of IRVING OIL
 CORPORATION, a Maine corporation, and acknowledged the foregoing instrument to
 be his free act and deed in his said capacity and the free act and deed of
 said corporation.

Given under my hand and official seal,



DAVID R. WHITTIER
 MY COMMISSION EXPIRES
 AUGUST 31, 1993

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Notary